

WARRANTY

In connection with products sold and Software licensed by Quartet to the Buyer hereunder, Quartet makes the following warranties, and no others:

(1) Quartet warrants that the Products (excluding, where applicable, any batteries, microphones therein contained, or any portion thereof comprised of Software, which is specifically warranted below) will be free of defects in materials and workmanship for a period of two years from the date of delivery to the Buyer. Quartet's sole responsibility under the aforesaid warranty shall be, at its election, the repair or replacement of defective materials and/or workmanship during the aforesaid period, provided that the Buyer has promptly reported such defect to Quartet and Quartet has found, upon inspection, that such Products are defective. The Buyer must obtain shipping instructions from Quartet prior to returning any Products under warranty. It is the Buyer's responsibility to return the defective Products to Quartet at the Buyer's expense. Ordinary transportation charges back to the Buyer shall be the responsibility of the Buyer, exclusive of duties, tariffs and transportation insurance. All replaced hardware or parts shall become Quartet's property.

(2) Quartet warrants that all unmodified Software will substantially conform, for a period of one year from the date of delivery to the Buyer, to Quartet's published specifications prevailing at the time of shipment. Receipt by Quartet of a written claim under this warranty and the return of the Software must occur within said period.

Quartet does not warrant that the Software will be error free or that all errors will be remedied.

Quartet's entire liability under this warranty shall be for Quartet to make reasonable efforts to remedy, in a manner deemed suitable to Quartet, any non-conformance reported in writing during the warranty period.

(3) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SUBSECTION, QUARTET HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ALL OTHER EXPRESS OR IMPLIED WARRANTIES IN RESPECT OF THE PRODUCTS OR THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES STATED ABOVE ARE IN LIEU OF ALL OBLIGATIONS AND LIABILITIES OF QUARTET FOR DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OR DESTRUCTION OF DATA), INDIRECT, SPECIAL OR EXEMPLARY DAMAGES THAT ARISE IN ANY WAY OUT OF ANY DEFECTS IN THE PRODUCTS OR SOFTWARE OR IN THEIR MATERIALS OR WORKMANSHIP